



## Medical Separation

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| <b>Responsible Official:</b> | Assistant Vice Chancellor and Chief Human Resources Officer             |
| <b>Responsible Office:</b>   | Human Resources - Benefits  |
| <b>Issuance Date:</b>        | 5/1/2024  |
| <b>Effective Date:</b>       | 5/1/2024  |
| <b>Summary:</b>              | This procedure provides guidance on the process for Medical Separation. |
| <b>Scope:</b>                | All staff, academic, represented, and non-represented employees.        |

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### I. REFERENCES AND RESOURCES

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#### UC Policy

- [Academic Personnel Manual](#)
- [UC Collective Bargaining Agreements and Contract Articles](#)
- [UC PPSM – 2.210: Absence from Work](#)
- [UC PPSM – 12: Nondiscrimination in Employment](#)
- [UC PPSM – 66: Medical Separation](#)
- [UC PPSM – 70: Complaint Resolution](#)
- [UC PPSM – 81: Reasonable Accommodation](#)

#### UC Merced Procedures

- [UC Merced Transitional Return to Work Procedure](#)
- [UC Merced Reasonable Accommodation Procedure](#)

#### Resources

- [Human Resources - Benefits Website](#)

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## II. PROCEDURE SUMMARY & SCOPE

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This local procedure provides guidance on the process for Medical Separation. A non-probationary (regular status) employee who becomes unable to perform the Essential Functions of their position with or without a Reasonable Accommodation, due to a Disability, may be separated. Prior to Medical Separation, the university will engage in the Interactive Process in accordance with the provisions of [UC PPSM – 81: Reasonable Accommodation](#), [APM 711 - Reasonable Accommodation for Academic Appointees with Disabilities](#), or [Contract Articles](#) (Reasonable Accommodation). An employee separated under this policy is eligible for Special Reemployment Procedures at UC Merced ([UC PPSM – 66: Medical Separation](#), [APM 080 - Medical Separation](#), or [Contract Articles, Medical Separation](#)).

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## III. DEFINITIONS

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***Alternative Placement/Reassignment:*** An employee who becomes disabled may be selected for an available position for which they qualify and can perform the Essential Functions of that position with or without limitations, whether or not the position has been publicized. Attempts for alternate placement/reassignment will be made before consideration of Medical Separation ([PPSM – 20: Recruitment](#) or [Contract Articles](#)).

***Disability:***

- A physical disorder or condition that limits a major life activity.
- A mental or psychological disorder or condition that limits a major life activity.
- A Medical Condition that is
  - a cancer-related physical or mental health impairment from a diagnosis, record or history of cancer.
  - a genetic characteristic that is known to be a cause of a disease or disorder that is associated with a statistically increased risk of development of a disease or disorder, though presently not associated with any disease or disorder symptoms.
- Any other condition recognized as a Disability under applicable law.

***Extended Sick Leave:*** Leave provided to an eligible employee who has exhausted accrued sick leave and is unable to work due to a work-incurred injury or illness.

***Functional Limitations:*** A functional limitation is the inability to perform an action or a set of actions, either physical or mental, because of a physical or emotional restriction.

**Essential Functions:** To be “essential,” the job function must meet at least one of the following criteria:

- Removing the function would fundamentally change the position.
- A limited number of employees are available to do the function, as determined via the Interactive Process.
- The functions performed are highly specialized, and the employee is hired based on expertise.

**Health Care Provider:**

- A medical or osteopathic doctor, physician, or surgeon, licensed in California or in another state or country, who directly treats or supervises the treatment of the applicant or employee; or
- A marriage and family therapist or acupuncturist, licensed in California or in another state or country, or any other persons who meet the definition of “others capable of providing health care services” under FMLA and its implementing regulations, including podiatrists, dentists, clinical psychologists, optometrists, chiropractors, nurse practitioners, nurse midwives, clinical social workers, physician assistants; or
- A Health Care Provider from whom an employer, other covered entity, or a group health plan's benefits manager will accept medical certification of the existence of a health condition to substantiate a claim for benefits.

**Interactive Process:** The process by which the university and the employee engage in a dialogue about the employee’s Functional Limitations due to a Disability and any accommodation that can be provided that would enable the employee to perform the Essential Functions of the position.

**Medical Documentation:** Documentation provided by a licensed Health Care Provider that assists appropriate parties in understanding the scope of the employee’s Functional Limitations.

**Medical Separation:** An employee with a Disability who is unable to perform the Essential Functions of their position with or without a Reasonable Accommodation may be medically separated after the University has engaged in the Interactive Process with an employee. ([UC PPSM – 66: Medical Separation](#), [APM – 080: Medical Separation](#), or [Contract Articles, Medical Separation](#))

**Reasonable Accommodation:** A reasonable change or modification that enables a qualified individual with a Disability or religious belief to perform the Essential Functions of the job, and that will not pose an Undue Hardship to the employer. These modifications enable an individual with a Disability to have an equal opportunity to successfully perform their job tasks

to the same extent as people without disabilities or religious beliefs. Examples of Reasonable Accommodations are described in [UC PPSM – 81: Reasonable Accommodation](#), [APM – 711: Reasonable Accommodation for Academic Appointees with Disabilities](#), or [Contract Articles \(Reasonable Accommodation\)](#).

**Special Reemployment:** An employee who becomes disabled may be selected for open positions for which they qualify, and may be considered for open positions over non-disabled applicants. A medically separated former employee must contact the benefits analyst to start this process. [UC PPSM – 66: Medical Separation](#), [APM – 080: Medical Separation](#), or [Contract Articles \(Medical Separation\)](#)

**Undue Hardship:** A significant difficulty or expense and focuses on the resources and circumstances of the particular employer in relationship to the cost or difficulty of providing a specific accommodation. Undue Hardship refers not only to financial difficulty, but to Reasonable Accommodations that are unduly extensive, substantial, or disruptive, or those that would fundamentally alter the nature or operation of the business as referenced in [UC PPSM – 81: Reasonable Accommodation](#), or [APM – 711: Reasonable Accommodation for Academic Appointees with Disabilities](#), and [Contract Articles \(Reasonable Accommodation\)](#).

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## IV. PROCEDURES

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### A. BASES FOR MEDICAL SEPARATION

There are two circumstances in which Medical Separation is appropriate:

1. When the Interactive Process has been exhausted and a determination is made that the employee cannot be reasonably accommodated absent Undue Hardship.
  - a. Medical Separation will only occur after efforts to provide Reasonable Accommodation through the Interactive Process are unsuccessful, all entitled leave benefits have been exhausted and a search for an Alternative Placement/Reassignment had been conducted, and a written review by the Benefits Analyst documenting that the Interactive Process has been fulfilled and concluded that no Reasonable Accommodation exists without causing Undue Hardship.
2. When the employee has been approved to receive disability payments from a retirement system to which the University contributes (i.e., UCRP or PERS).
  - a. Medical Separation shall be based on the documentation establishing the employee's receipt of (or approval to receive) disability payments from a

retirement system to which the university contributes, such as UCRP or PERS, and a written review by the Benefits Analyst documenting that the Interactive Process was fulfilled.

## **B. LEAVE ENTITLEMENTS PRIOR TO MEDICAL SEPARATION**

1. If all accrued leave is exhausted less than six (6) months after the original leave began, and there is medical certification of a return-to-work date within this period, the employee shall not be medically separated before that date.
2. For industrial disabilities, Medical Separation generally will not occur until after all Extended Sick Leave benefits, for which the employee may be eligible, have been exhausted and normally will not occur until the employee's Disability is considered permanent and stationary.
3. An employee who is a law enforcement member of the University of California Police Department or in active firefighting and prevention service in a University of California Fire Department may be medically separated after receiving leave with full salary for a period not exceeding one year, in accordance with [UC PPSM – 2.210. III.D.9.d: Absence from Work- Leave related to an employee's work-incurred injury or illness-safety employees.](#)

## **C. MEDICAL SEPARATION PROCESS**

1. The department head or designee, or Benefits Analyst receives Medical Documentation from the employee's Health Care Provider or learns through the Interactive Process that the employee is unable to perform one or more Essential Functions of their current position due to a Disability.
2. In consultation with the Benefits Analyst, the department head or designee shall fulfill the Interactive Process to explore Reasonable Accommodations or search for an Alternative Placement/Reassignment. This step may include discussion(s) with the employee to evaluate the Functional Limitations, Medical Documentation submitted, and the reasonableness of the accommodation(s) requested.
3. If no Reasonable Accommodation or Alternative Placement/Reassignment can be identified, Medical Separation is determined to be an appropriate course of action.
4. To initiate the Medical Separation, the department head or designee shall provide to the Benefits Analyst, a written Medical Separation Memo Review (Appendix 1) that:

- a. describes Essential Function(s) of the position the employee is unable to perform, with or without a Reasonable Accommodation, due to a Disability;
  - b. explains what accommodations were discussed, impacts upon the operations, and why the employee cannot be reasonably accommodated in their current position;
  - c. includes written documentation of any Interactive Process conducted at the department level;
  - d. identifies what accommodation efforts and actions were taken to assist the employee;
  - e. includes any other pertinent information and documentation relevant to the Medical Separation (i.e. job description or documentation that outlines Essential Job Functions, leave entitlements, workers compensation information).
5. The Benefits Analyst will review and analyze the Medical Separation Memo Review (Appendix 1), and other documents presented to ensure the appropriate procedures are being fulfilled at the department level. Following review and analysis, the Benefits Analyst will complete a Medical Separation Review. This will be presented to the Assistant Vice Chancellor for Human Resources and Risk Manager for review and acknowledgement of the Medical Separation. The Medical Separation Review will include the completed Medical Separation Memo Review (Appendix 1) and may also include additional pertinent medical information such as documentation from the employee's Health Care Provider.
6. The Benefits Analyst ensures a Skelly Officer is identified, in consultation with the department head or designee. The function of the Skelly Officer is to ensure that the employee has the opportunity to respond to the actions taken by the University, and then, in consideration of the employee's response, to evaluate whether the decision should be upheld.
7. The department head or designee prepares a Notice of Intent to Medically Separate, along with Proof of Service (Appendix 2) via certified U.S. mail and email. The Benefits Analyst may assist with this process. The Notice of Intent will include:
- a. the reason for the intended Medical Separation;
  - b. copies of the Medical Separation Memo Review (Appendix 1), prepared by the department head or designee, and any other pertinent material considered,

including the written Medical Separation Review prepared by the Benefits Analyst or other appropriate university representative; and

- c. the employee's right to respond orally or in writing regarding the intended Medical Separation and Skelly Officer information.
8. The employee may respond to the Notice of Intent to Medically Separate, orally or in writing, within the appropriate timeframe of issued notice as outlined in applicable policy, academic personnel manual, or collective bargaining agreement. The employee response period is the appropriate time to review the information, provide supporting documentation, raise any concerns, and ask questions of the Skelly Officer. The Skelly Officer will then schedule time with the employee to review all relevant documentation and information before providing a written recommendation.
  9. After the employee has responded or applicable calendar days have passed with no employee response, the employee is notified in writing of the decision. Once the Skelly Officer has provided their written response(s), the department head or designee and the Benefits Analyst review the information and determine the path forward.
  10. If the university determines that Medical Separation is still appropriate, the department head or designee prepares a Notice of Medical Separation, along with Proof of Service (Appendix 2), via certified U.S. mail and email. The Benefits Analyst may assist with this process. The Notice of Medical Separation will include:
    - a. the action to be taken;
    - b. the effective date of separation;
    - c. the right to request a review (for policy-covered employees) or to file a grievance (for represented employees).
  11. The effective date of Medical Separation will align with the number of calendar days outlined in the applicable policy, academic personnel manual, or collective bargaining agreement. For example, under PPSM-66 Medical Separation, the effective date of Medical Separation will be at least ten (10) calendar days from the date of the University's issuance of the Notice of Medical Separation or eighteen (18) calendar days from the date of issuance of the Notice of Intent to Medically Separate, whichever is later.

12. The department head or designee will coordinate separation paperwork and all final dues with Payroll Services. The Benefits Analyst may assist with this process. The department head or designee will schedule time for the employee to pick up/drop off personal belongings or university property.
13. Copies of the Notice of Intent to Medically Separate and the Notice of Medical Separation should be placed in the employee's personnel file. Any associated Medical Documentation should be kept separate and be treated as a confidential medical record for purposes of record storage.

#### **D. SPECIAL REEMPLOYMENT**

1. To be considered for Special Reemployment, an employee who has been medically separated must notify the university of their interest and provide documentation from a licensed Health Care Provider that establishes that the former employee has been medically released to return to work, with or without Reasonable Accommodation.
2. After such notice and documentation are provided, for a period of one (1) year following the date of a Medical Separation, the university will assist the former employee in identifying appropriate positions for which the employee may apply at the same location. If the former employee receives disability benefits from a retirement system to which the university contributes (i.e. UCRP or PERS), the Special Reemployment period will be three (3) years from the date benefits commenced. If the former employee is reemployed within the allowed Special Reemployment period, a break in service shall not occur.
3. In Special Reemployment situations, the employee may be selected for a position without the requirement that the position be publicized, per PPSM – 20.III.G.3 (Exemptions).

*Staff, faculty, student employees and/or applicants for employment who believe they have been discriminated against due to a [protected category](#) may file a complaint with the Office for Prevention of Harassment and Discrimination (OPHD). Retaliation or harassment against a person who files a complaint of discrimination, participates in an investigation of such a complaint, or opposes an unlawful employment practice is prohibited. An employee who believes they have experienced retaliation may file a complaint with OPHD.*

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## **V. RESPONSIBILITIES**

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### **A. EMPLOYEE**

1. Engage in the Interactive Process in good faith.
2. Provide Medical Documentation to assist in understanding the scope of the employee's Functional Limitations. When necessary, the University may require that the employee is examined by a University-appointed, licensed Health Care Provider.

### **B. DEPARTMENT HEAD OR DESIGNEE**

1. Consult with the Benefits Analyst prior to taking any action.
2. Fulfill the Interactive Process to explore Reasonable Accommodations or search for an Alternative Placement/Reassignment.
3. Determine if Medical Separation may be appropriate.
4. When Medical Separation is determined to be appropriate, per this Procedure and in consultation with the Benefits Analyst:
  - a. complete and submit the Medical Separation Memo Review;
  - b. prepare and send a notice of Intent to Medically Separate, along with Proof of Service; and
  - c. coordinate separation paperwork and all final dues with Payroll Services and schedule time for the employee to pick up/drop off personal belongings or university property.

### **C. BENEFITS ANALYST**

1. Provide guidance surrounding the Medical Separation process, in alignment with applicable policies, procedures and legal obligations.
2. Analyze the Medical Separation Memo Review and supporting documentation and prepare the Medical Separation Review.
3. Identify and outline process and responsibilities for the Skelly Officer.
4. When appropriate, assist department Head or designee with completing separation documentation, including but not limited to tasks described in section V.B.4 above.
5. When appropriate, facilitate the Special Reemployment process.

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**VI. REVISION HISTORY**

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| <b>Date</b> | <b>Action/Summary of Changes</b> |
|-------------|----------------------------------|
| 5/1/2024    | Original procedure issued        |

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**APPENDICES**

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Appendix 1: Medical Separation Memo Review Checklist

Appendix 2: Proof of Service

## APPENDIX 1 – MEDICAL SEPARATION MEMO REVIEW CHECKLIST

Employee Name: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

Payroll Title: [Click here to enter text.](#)

Department: [Click here to enter text.](#)

Department Head: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

1. What are the medical reasons for separation?
2. What essential functions of the job can the employee no longer perform with or without an accommodation?  
(Give brief description and attach job description)
3. Summarize, all reasonable accommodations or job modifications considered or implemented. Include any reasonable accommodations that were attempted and failed, alternative positions/reassignment. (Attach all appropriate documentation, as applicable.)
4. Summarize the interactive process between employee and appropriate individual. (Attach written documentation.)
5. Has a Workers' Compensation (WC) claim been filed? Yes  No
6. Has the employee used all leave entitlements? Yes  No

List end dates for those applicable to this employee and notify Payroll/Benefits.

- a.) sick leave end date: \_\_\_\_\_
- b.) Family & Medical Leave end date: \_\_\_\_\_
- c.) (PPSM only) Supplemental Family & Medical Leave end date: \_\_\_\_\_
- d.) (Represented) Entitled Contract Leave end date: \_\_\_\_\_
- e.) (WC only) Extended Sick Leave (supplemental benefits) end date: \_\_\_\_\_

Approval of Medical Separation:

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Official Use Only

Benefits Analyst: \_\_\_\_\_ Date: \_\_\_\_\_

Risk Manager: \_\_\_\_\_ Date: \_\_\_\_\_

AVC of HR: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX 2 – PROOF OF SERVICE**

**PROOF OF SERVICE**

**DELIVERY BY CERTIFIED MAIL and EMAIL.** I declare that I am over the age of eighteen years and not a party to the action. My address is 5200 North Lake Rd, Merced, California 95343. On Date I served the enclosed letter regarding a Subject by placing a true copy enclosed in a sealed envelope with postage fully prepaid in the United States mail, addressed as follows:

Recipients Name

Mailing Address

City, State, Zip

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on Date at Merced, California.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date